

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

CLARA DE LA ROSA, on behalf)	
of herself and other similarly situated)	
individuals,)	
)	
Plaintiff,)	Case No. 17 CV 8448
)	
v.)	Judge Blakey
)	
W.E. BANQUETS, LLC, and MARIO)	Magistrate Judge Finnegan
FERRARO, individually)	
)	
Defendants)	

**PLAINTIFF'S MOTION FOR DEFAULT AND JUDGMENT AGAINST
DEFENDANTS W.E. BANQUETS, LLC AND MARIO FERRARO**

Plaintiff, through her attorneys, requests that this Court enter an Order of Default and Judgment against Defendants W.E. Banquets, LLC and Mario Ferraro, jointly and severally. In support of this Motion, Plaintiff states the following:

1. This lawsuit arises under the Fair Labor Standards Act, 29 U.S.C. §201 *et seq.* (“FLSA”) and the Illinois Minimum Wage Law, 820 ILCS 105/1 *et seq.* (“IMWL”), the Illinois Wage Payment and Collection Act, 820 ILCS 115/1 *et seq.* (“IWPCA”), and under Illinois common law for: 1) Defendants’ failure to pay Plaintiff overtime wages for all time worked in excess of forty (40) hours in individual work weeks in violation of the FLSA and IMWL; 2) Defendants' practice of making unlawful deductions from Plaintiff's wages; 3) Defendants’ practice of failing to pay Plaintiff for all accrued vacation pay as part of their final wages; and 4) Defendants’ unlawful retaliation against Plaintiff.

2. This lawsuit was filed on November 21, 2017 against W.E. Banquets LLC.

3. On February 14, 2018, an Order of Default was entered against W.E. Banquets, LLC. *See* Dkt. No. 11.

4. Plaintiff filed an Amended Complaint in this matter adding Mario Ferraro as a Defendant in this matter on May 25, 2018. *See* Dkt. No 20.

5. As alleged in Plaintiff's First Amended Complaint, Defendant Mario Ferraro is a principal officer of Defendant W.E. Banquets, LLC., as well as a principal manager involved in Defendant W.E. Banquet LLC.'s day to day operations.

6. On August 20, 2018, after multiple attempts by Plaintiff to serve Mario Ferraro, this Court granted Plaintiff's Motion to Serve Mr. Ferraro by Alternative Means. *See* Dkt. No. 24.

7. As set forth in the Court's August 20, 2018 Order, by September 11, 2018, Mr. Ferraro was served via by U.S. regular mail and U.S. certified mail to 6839 N. Milwaukee Ave., Niles, Illinois, 60714, and by email to Mr. Ferraro's email address obtained by Special Process Server Mark Edds. *See* Dkt. No. 26; *see*, also, Group Exhibit A.

8. Mr. Ferraro's answer or other responsive pleading to Plaintiff's First Amended Complaint was due on October 2, 2018. *See* Dkt. No. 26. Mr. Ferraro did not file a responsive answer or other responsive pleading. To date, Mr. Ferraro has not appeared in this matter, either directly or through a representative, and no one has contacted Plaintiff's counsel on Mr. Ferraro's

behalf.

9. Therefore, Plaintiff respectfully requests that this Court enter an Order of Default against Defendant Mario Ferraro in this matter.

10. Plaintiff is entitled to a judgment in the total amount of \$51,057.69 broken down as follows:

- A. \$15,676.71 for owed overtime wages and damages (\$6,432.86 in unpaid overtime wages, \$6,432.86 as liquidated damages pursuant to the FLSA, \$2,677.53 in statutory interest pursuant to the IMWL). *See* Exhibit B, Declaration of Clara de la Rosa, ¶¶2-4 and Exhibit 1 attached thereto;
- B. \$90.00 for three unauthorized deductions of \$30.00 each pursuant to the IWPCA. *See* Declaration of Clara de la Rosa, ¶5 and Exhibit 1;
- C. \$422.80 for one week of unpaid vacation. *See* Declaration of Clara de la Rosa, ¶6 and Exhibit 1;
- D. \$35,181.64 (the equivalent of 52 weeks of wages at her regular weekly earnings of \$676.57). *See* Declaration of Clara de la Rosa, ¶7 and Exhibit 1.

11. In addition, Plaintiff is entitled to a judgment for her reasonable attorneys' fees in the amount of \$7,675.00 and costs of \$520.00. *See* Exhibit C, Declaration of Christopher J. Williams, ¶¶14-16 and Exhibit 1.

WHEREFORE, Plaintiff respectfully requests that this Court enter an Order of Judgment jointly and severally against W.E. Banquets, LLC and Mario Ferraro, individually, in the amount of \$51,057.69 for unpaid overtime, unlawful deductions, unpaid vacation, retaliation and statutory damages and interest and in the amount of \$8,195.00 for Plaintiff's reasonable attorneys' fees and costs.

Respectfully submitted,

Dated: November 6, 2018

s/Christopher J. Williams
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Attorneys for Plaintiff